

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

10 BENJAMIN CASTRO, as an  
11 individual and on behalf of all others  
similarly situated,

14 CONTINENTAL AIRLINES, INC.,  
a Delaware Corporation; UNITED  
15 AIRLINES, INC, a Delaware  
Corporation; and DOES 1 through  
100, inclusive,

## Defendants.

CASE NO. 2:14-cv-00169-SVW-AGR

**[2<sup>ND</sup> AMENDED PROPOSED] ORDER  
AND JUDGMENT GRANTING  
PLAINTIFF'S MOTIONS FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT AND FOR  
ATTORNEYS' FEES AND COSTS  
AND CLASS REPRESENTATIVE  
ENHANCEMENT**

Date: November 16, 2015  
Time: 1:30 p.m.  
Courtroom: 6  
Judge: Stephen V. Wilson

## **ORDER**

19 On November 16, 2015, Plaintiff Zyra Garcia's ("Plaintiff") Motions for  
20 Final Approval of Class Action Settlement and Approval of Attorneys' Fees and  
21 Costs and Class Representative Enhancement came on for hearing before this  
22 Court. All parties appeared through their counsel of record.

WHEREAS, a class action is pending before this Court, entitled, *Castro v. Continental Airlines, Inc., et. al.*, Case No. 2:14-cv-00169-SVW-AGR;

**|| ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTIONS FOR FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT AND FOR ATTORNEYS' FEES AND COSTS AND CLASS  
REPRESENTATIVE ENHANCEMENT**

1        WHEREAS, the Court has received and reviewed the Joint Stipulation of  
2 Class Action Settlement and Release entered into between the Class Representative,  
3 on the one hand, and Defendants Continental Airlines, Inc. and United Airlines, Inc.  
4 (“Defendants”) on the other hand, dated June 16, 2015 (Doc. No. 57) (the  
5 “Settlement Agreement”), and has considered the terms of the proposed settlement  
6 set forth therein;

7        WHEREAS, all terms contained herein shall have the same meanings as set  
8 forth in the Settlement Agreement, unless otherwise defined herein;

9        WHEREAS, on August 3, 2015, this Court entered an Order Granting  
10 Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, in which  
11 the Court approved the form and method of notice, and setting a date and time for a  
12 fairness hearing to consider whether the Settlement should be finally approved by  
13 the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure as fair,  
14 adequate, and reasonable (the “Preliminary Approval Order”);

15       WHEREAS, the Preliminary Approval Order further directed that all  
16 Settlement Class members be given notice of the Settlement Agreement and of the  
17 date for the final fairness hearing;

18       WHEREAS, the Court has received the declaration of Jennifer M. Keough of  
19 The Garden City Group, the Settlement Administrator, attesting to the mailing of  
20 the Notice in accordance with the Preliminary Approval Order;

21       WHEREAS, no objections by class members to the Settlement have been  
22 received by the Court and/or the Parties;

23       WHEREAS, only seven (7) valid opt-outs by class members to the  
24 Settlement have been received by the Court and/or the Parties;

25       WHEREAS, on or about July 13, 2015, Defendant provided notice under the  
26 Class Action Fairness Act (“CAFA”) to the appropriate governmental officials, and  
27 the Court has received no comments or objections from the governmental officials  
28 who received CAFA notice; and

1           WHEREAS, the Court having conducted a final fairness hearing on  
2 November 16, 2015 (the “Fairness Hearing”), and having considered the arguments  
3 presented, all papers filed and all proceedings had therein.

4           IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS  
5 FOLLOWS:

6           1. The Court has jurisdiction over the subject matter of this action, all  
7 Settlement Class members, and Defendant.

8           2. In accordance with Rule 23 of the Federal Rules of Civil Procedure  
9 and the requirements of due process, all Settlement Class members have been given  
10 proper and adequate notice of the Settlement. Based upon the evidence submitted  
11 by the parties, the Settlement Agreement, the arguments of counsel, and all the  
12 files, records and proceedings in this case, the Court finds that the Notice and notice  
13 methodology implemented pursuant to the Settlement Agreement and the Court’s  
14 Preliminary Approval Order: (a) constituted the best practicable notice under the  
15 circumstances; (b) constituted notice that was reasonably calculated, under the  
16 circumstances, to apprise Settlement Class members of the pendency of the  
17 litigation, their right to object to the Settlement, and their right to appear at the  
18 Fairness Hearing; (c) were reasonable and constituted due, adequate and sufficient  
19 notice to all persons entitled to notice; and (d) met all applicable requirements of  
20 Rule 23 of the Federal Rules of Civil Procedure, and any other applicable law.

21           3. The Settlement Agreement in this action warrants final approval  
22 pursuant to Rule 23(e) of the Federal Rules of Civil Procedure because it is fair,  
23 adequate, and reasonable to those it affects, and resulted from vigorously contested  
24 litigation, substantial discovery, motion practice, and extensive good-faith arm’s  
25 length negotiations between the parties, and is in the public interest considering the  
26 following factors:

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1                     (a) the strength of the Plaintiff's case;  
2                     (b) the risk, expense, complexity and likely duration of further litigation;  
3                     (c) the risk of maintaining class action status throughout the trial;  
4                     (d) the amount offered in settlement;  
5                     (e) the extent of discovery completed, and the stage of the proceedings;  
6                     (f) the experience and views of counsel; and  
7                     (g) the reaction of the class members to the proposed settlement. Indeed,  
8                     here, no objections or opt-outs by class members have been received  
9                     by this Court. *Torrisi v. Tucson Elec. Power Co.*, 8 F.3d 1370, 1375  
10                     (9th Cir. 1993). Settlements that follow sufficient discovery and  
11                     genuine arms-length negotiation are presumed fair. *Hanlon v. Chrysler*  
12                     *Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998).

13                  4. The Final Approval Motions are hereby GRANTED, and the  
14                  Settlement Agreement is hereby approved as fair, reasonable, adequate, and in the  
15                  public interest, and the terms of the Settlement Agreement are hereby determined to  
16                  be fair, reasonable and adequate, for the exclusive benefit of the Settlement Class  
17                  members. The Parties are directed to consummate the Settlement Agreement in  
18                  accordance with its terms.

19                  5. This Court confirms as final its conditional certification of the  
20                  settlement class pursuant to Fed. R. Civ. P. 23(b)(3), as defined in the settlement  
21                  agreement as: all current and former Continental Legacy Employees who worked in  
22                  California for Continental Airlines, Inc. who were paid by Continental Airline,  
23                  Inc.'s payroll system at any time during the period of time from November 27,  
24                  2012, through December 31, 2014 (the "Continental Legacy Employees Class").

25                  6. The Court confirms the appointment of Plaintiff Zyra Garcia as the  
26                  representative of the settlement class.

1       7. The Court confirms the appointment of the Diversity Law Group, P.C.,  
2 Law Offices of Choi & Associates and Lee Law Offices, as class counsel for the  
3 settlement class.

4       8. The Court approves payment of the Class Settlement Amount in  
5 accordance with the terms of the Settlement Agreement.

6       9. The allocation plan is hereby approved as fair, adequate, and  
7 reasonable. The Class Settlement Amount, Class Representative Enhancement  
8 Award, Settlement Administrator fees, payment to the California Labor Workforce  
9 Development Agency (the “LWDA”), and Attorneys’ Fees and Costs Amount shall  
10 be distributed in accordance with the terms of the Settlement Agreement and any  
further orders of this Court.

11      10. The Court approves payment of Class Representative Enhancement  
12 Awards to Zyra Garcia in the amount of \$1000.00, in accordance with the  
13 terms of the Settlement Agreement.

14      11. The Court approves payment of Attorneys’ Fees in the amount of  
15 \$812,500.00 (25% of the Gross Settlement Amount) and Costs in the amount of  
16 \$25,000.00 to Class Counsel in accordance with the terms of the Settlement  
17 Agreement.

18      12. The Court approves payment of fees to the Settlement Administrator,  
19 The Garden City Group, for administration of this Settlement in the amount of  
20 \$11,900.00, in accordance with the terms of the Settlement Agreement.

21      13. The Court approves an allocation of \$50,000.00 from the settlement  
22 fund to the settlement of Plaintiff’s claim brought pursuant to the Private Attorney  
23 General’s Act (the “PAGA”), Section 2698 of the California Labor Code.

24      14. In consideration of the Class Settlement Amount, and for other good  
25 and valuable consideration, each of the Settlement Class members who have not  
26 excluded himself/herself from this Settlement shall, by operation of this Judgment,  
27 have fully, finally, and forever released, relinquished, and discharged all claims

1 against Defendant in accordance with the terms of the Settlement Agreement and as  
2 the released claims are defined in the Settlement.

3       15. The Court hereby dismisses, with prejudice, all of the claims asserted  
4 in the operative Third Amended Complaint (“TAC”) for: (1) Violation of Labor  
5 Code § 226; and (2) Penalties Under Labor Code § 2698 *et. seq.* (Private Attorney  
6 General Act).

7       16. This Judgment is the Final Judgment in the suit as to all Settlement  
8 Class members who have not excluded himself/herself from this Settlement.

9       17. Without affecting the finality of this Judgment in any way, this Court  
10 retains jurisdiction over: (a) implementation of the Settlement Agreement and its  
11 terms; (b) distribution of the Class Settlement Amount, the Class Representative  
12 Enhancement Award, Settlement Administrator fees, LWDA payment, and the  
13 Attorneys’ Fees and Costs; and (c) all other proceedings related to the  
14 implementation, interpretation, administration, consummation, and enforcement of  
15 the terms of the Settlement Agreement, and the administration of claims by  
Settlement Class members.

16       18. In the event that the Effective Date does not occur, this Judgment shall  
17 be rendered null and void and shall be vacated, *nunc pro tunc*, except insofar as  
18 expressly provided to the contrary in the Settlement Agreement, and without  
19 prejudice to the status quo ante rights of Plaintiffs, Class Members, and Defendants.

20       19. This Court finds that there is no just reason for delay and expressly  
21 directs Judgment and immediate entry by the Clerk of the Court.

22           **IT IS SO ORDERED.**

23       24 DATED: March 15, 2016

25             
HON. STEPHEN V. WILSON  
United States District Judge